BILL NO. S-90-07-22

SPECIAL ORDINANCE NO. S-187-90

AN ORDINANCE approving the awarding of Reference #942 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **ALLEN COUNTY TRACTOR SALES, INC.** for the Water Pollution Control Maintenance Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #942 between the City of Fort Wayne, by and through its Department of Purchasing and **ALLEN COUNTY TRACTOR SALES, INC.** for the Water Pollution Control Maintenance Department, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the purchase of a diesel uni-loader for the Water Pollution Control Maintenance Department;

involving a total cost of Twenty-Three Thousand Five Hundred Ninety-Eight and no/100 Dollars ($23,598.00).

SECTION 2. Prior Approval has been requested from Common Council on July 10,1990. Two copies of said Reference are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

REF. NO.:	942
DEPT.:	WPC MAINTENANCE
DATE:	7/2/90
ITEM/SERV.:	DIESEL UNI-LOADER

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	4/5 & 4/12
OPENING DATE:	4/26/90
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	10
NO. OF VENDORS RECEIVING BID:	4
NO. OF VENDORS RETURNING BID:	1
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	9
DATE SENT TO DEPT FOR RECOMM.:	4/26/90
DATE RECOMMENDATION REC'D IN PURCH:	6/27/90
COUNCIL INFORMATION	DATES SENT EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	7/2/90
INTRODUCTION DATE:	7/10/90
DISCUSSION DATE:	7/17/90
PASSAGE DATE:	7/24/90
ORDINANCE NO.:	

REFERENCE NO. 942
WPC MAINTENANCE
DIESEL UNI-LOADER

VENDOR	TOTAL
ALLEN CO TRACTOR	$23,598.00
DELIVERY TIME	60 DAYS

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 4-26-90 @ 11:00 AM BID REFERENCE # 942

THIS IS A RE-BID OF REFERENCE NO. 918

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR A DIESEL UNI-LOADER PER SPECIFICATIONS

AND REQUESTED BY WATER POLLUTION CONTROL MAINTENANCE

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: NET %
IF PAID WITHIN 30 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME ALLEN COUNTY TRACTOR SALES

STREET ADDRESS 4625 SPEEDWAY DR

CITY FT WAYNE PHONE # 483-1413

BY [signature] Pres.
REPRESENTATIVE SIGNATURE

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: 4-10-90

1. Governmental Unit: CITY FT WAYNE WPCM.
2. County: ALLEN
3. Bidder (Firm): ALLEN CO TRACTOR SALES INC
   Address: 4625 SPEEDWAY DR
   City/State: FT WAYNE IN 46825
4. Telephone Number: 483-1413
5. Agent of Bidder (If applicable): D B HORNECK

Pursuant to notices given, the undersigned offers bid(s) to CITY FT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
	SEE ATTACHED				

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
ALLEN) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

ALLEN COUNTY TRACTOR SALES INC
Bidder (Firm)

Signature of Bidder or Agent Pres.

Subscribed and sworn to before me this 10th day of April, 1990.

My Commission Expires: 11-4-91

County of Residence: Allen

Margaret E Cussen
Notary Public

Margaret Cussen
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

W.P.C.M.D.
CITY UTILITIES
CITY OF FORT WAYNE

503 E. WALLACE ST.
FORT WAYNE, IN 46802
(219) 427-1255

BID PRICE PAGE
BASE BID

DIESEL UNI-LOADER

BID PRICE $ 23598.00 TWENTY THREE THOUSAND FIVE HUNDRED NINETY EIGHT — 00
(Price in Words

DELIVERY AFTER RECEIPT OF ORDER: 60 days (Calendar)

VALIDITY OF PRICE ON BASE BID: 60 days (Calendar)

COMPANY NAME: D B Hobrock pres.
(Company Bidder's Signature)

D B HOBROCK
(Bidder's Typed Name)

DATE: 4-10-90

TOLL-FREE TELEPHONE NUMBER 483-1413

FORD NEW HOLLAND - 785 DELUXE LOADER
104 FORD BACKHOE

W.P.C.M.D.

CITY UTILITIES

SPECIFICATIONS

DIESEL UNI-LOADER
GENERAL PROVISIONS AND REQUIREMENTS

1. General

It is the intent and purpose of these specifications to secure for the W.P.C.M.D. the necessary equipment and accessories which shall comprise and furnish the system described above. A detailed list of components required is included and is the basis on which the supplier's proposal shall be made.

2. Materials, Workmanship and Omissions

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice. The equipment supplied shall be new and unused except for the necessary testing, calibration and transportation. Any omissions from the specifications of a detailed description concerning any point shall be regarded as meaning that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

3. Warranty

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment shall be at least one year, to start after final acceptance by the owner. Final acceptance is defined as the point where training has been completed, operation and maintenance manuals have been supplied and all punch list items have been resolved.

Reference within the specs to a brand name or manufacturer's name or specs are for reference only, and may be supplied with an approved substitute or equal or better quality.

GENERAL PROVISIONS AND REQUIREMENTS

Experience:

The equipment to be furnished shall be the product of a qualified firm that is regularly engaged in the manufacture and supply of this equipment. A qualified firm shall be defined to mean one which has manufactured and sold twenty or more of the specified units during the past two years. A list of at least twenty users shall be supplied. For purpose of this requirement, units with steel water tanks which otherwise meet these specifications may be referenced.

Parts and Service

To best serve the requirements of the the W.P.C.M.D., it is the intent of these specifications to secure equipment which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted serviced due to lack of spare parts.

All suppliers submitting proposals shall have available a factory parts and service center. The center shall be staffed with full time technical, as well as order and shipping personnel during regular business hours and days. The factory center shall have toll free telephone or agree to accept all collect calls from owner and be convenient to air freight, bus or overnight parcel service. The supplier shall list its nearest parts and service location, plus any other pertinent information requested.

Exceptions and Acceptability

Exceptions to the component list and specification requirements, or failure to submit requested information shall be considered sufficient cause for rejection of a proposal. W.P.C.M.D., CITY UTILITIES, CITY OF FORT WAYNE, reserves the right to reject any all bids, to waive any and all informalities, to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids, if rejection or waiver is in its best interest.

Information to be furnished by Supplier:

Each supplier shall furnish the following information with its proposal: (Please check each item to indicate compliance)

A. Bid Price Page ✓

B. Detailed Component List Including Spare Parts ✓

C. Complete System Specifications ✓

D. Literature describing all major components in detail to include all optional equipment ✓

E. Photographs of a complete unit identical to the one to be supplied ✓

F. Compliance to the specifications shall be answered by a yes or no, and deviations and/or exceptions shall be clearly indicated on an attached sheet and referenced by component to aid in proper evaluation ✓

G. Supply full details outlining warranty ✓

I. Supply certified surety company's statement of readiness to furnish a 100% performance bone within 10-day notice ✓

Performance Bond

Each bidder shall furnish with the bid document a statement from a certified surety company that they shall be prepared to furnish a 100% Performance Bond within 10 days after notification of the award. The Performance Bond shall be forfeited in the event the equipment is not delivered as specified or in the event it does not operate in accordance with the specifications.

Certificate of Insurance

The successful bidder shall supply a minimum of $1,000.000 of Bodily Injury and Property Damage Insurance, including but not limited to a Broad Form Liability Endorsement and Products and Completed Operations coverage. A Certificate of Insurance showing the $1,000,000 coverage shall be provided with the bid. Failure to supply the certificate of insurance shall be considered sufficient cause for rejecting the bid.

Bid Prices

Bid prices, including optional-item-bid-prices, for this system, as specified, shall include, but not be limited to, the following:

The complete system delivered to W.P.C.M.D., City Utilities, 503 E. Wallace Street, Fort Wayne, Indiana.

Demonstration of the Equipment

The W.P.C.M.D. requires each supplier demonstrate the equipment they shall supply prior to bid opening. Failure to demonstrate said equipment shall be cause for disqualification of the proposal.

Patent Indemnification

The supplier shall indemnify and save harmless the W.P.C.M.D., City Utilities and City of Fort Wayne, and all City Utilities/ Civil City personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and it shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the W.P.C.M.D., City Utilities and/or the City of Fort Wayne as a necessary requirement in connection with final execution of any contract in which such patented appliances, products or processes are used.

DIESEL UNI-LOADER

Description

Diesel Uni-Loader 5370

Engine, Diesel
Water cooled
50 Horsepower or more

Air Cleaner, Dual Element
Anti-Freeze Solution 2-20F (-29C)

16 Gallon Fuel Tank (U.S.)

Hand Throttle for Bucket (Lift & Dump)

Key Start

Fuel Gauge

Flashing on Reserve

Hour Meter

Auto Alarms
High coolant temperature, Low engine oil pressure, Low battery voltage, Low alternator output, High transmission oil temperature

Indicator Lights - Engine
Coolant Temperature
Oil Pressure
Air Filter Restriction

Indicator Lights - Other
Alternator output, Battery voltage,
Seat belt reminder

Hydrostatic 4 Wheel Drive

Chain & Sprocket Final Drive
Gear Pump 16 gallon per minute (60.5L per min.), displacement 1.69 cu. in. (7.7 cu.cm) per resolution
Dynamic Braking

Parking Brake
Tipping Load without weights 4,149 lbs.

Loader Control Valve

Height to Hinge Pin 10'
Maximum operating height 10'+

SAE Operating Load: 2,050 lbs.
SAE breakout force 4,060 lbs.

Lift Capacity: Max. Height 2,200 lbs

Spark Arresting Muffler

Belly Pan

Lights: 2 Front, 1 Rear (Halogen)

ROPS Canopy w/Side Screens, 2 inch seat belt, control lock-out & roll-out operator station

Backup Alarm

Coupler - Manually Actuated with Coupler for quick change within tire width of unit

Loader Bucket - Dirt, 72". Capacity: 10.0 cu. ft

Auxiliary Hydraulics
Additional hydraulic lines for front mounted attachments

Pallet Forks - Includes Brick Guard Fast secure handling of bricks and other palletized materials for coupler

Backhoe
For use with Coupler (requires auxiliary hydraulics)

Trenching Bucket: 16"

Counterweight:
Set of 2-50 lb. weights

Tires: 12.00-16.5, 8PR Flotation Tubeless nylon lug type
Set of 4

Color: International Harvester #409 Yellow

* * * * * D E V I A T I O N S * * * * *

Bidder must itemize all deviations to the specifications here. If sufficient space has not been provided, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation hereon will be cause for disqualification. Unless otherwise stated by the bidder in the space below, the proposal will be considered as being in strict accordance with the specifications outlined herein, even thought the manufacturer's literature indicated deviations from the specifications as outlined by the W.P.C.M.D., City Utilities, City of Fort WAyne. (NOTE: Deviations to specifications regarding optional items will be listed last and on a separate sheet and in accordance with the stipulations stated above.)

BOOM AND BACKHOE WILL BE BLACK COLOR
BASE POWER UNIT WILL BE YELLOW

The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ALLEN COUNTY TRACTOR SALES, INC.

(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of Indiana as Surety, are held and firmly bound unto

City of Fort Wayne, City Utilities

(hereinafter called the Obligee) in the penal sum of

Five Per Cent (5%) of Maximum Bid---------- Dollars ($ ----------)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated April 26 19 90 , for

Bid Reference #942
Loader & Backhoe

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, Sealed and Dated this 26th day of April, 1990.

ALLEN COUNTY TRACTOR SALES, INC.
(Principal)

By .....

THE OHIO CASUALTY INSURANCE COMPANY

By .....
Attorney-In-Fact

YASTE, ZENT & RYE AGENCY, INC.

Mary A. MacKay

S-137-Rev.

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 25-653

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Gerald A. Dahle or John J. Pikel or
Donald T. Belbutowski or Diane T. Green - - - - - - - - - of Fort Wayne, Indiana - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - ($5,000,000.00 - -) Dollars,

excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 29th day of June 19 89.

John B. Vail

Assistant Secretary

STATE OF OHIO, }
COUNTY OF BUTLER } ss.

On this 29th day of June A. D. 19 89 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came John B. Vail, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY, OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Dorothy Bibee

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 25, 1991.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 26th day of April A.D., 19 90

SEAL

Gerald T. Belbutowski

Assistant Secretary

S-4300-C 4-88 15M

City of Fort Wayne
City Utilities
City-County Building
Fort Wayne, IN 46802

RE: Allen County Tractor Sales, Inc.
Loader and Backhoe
Bid Date: April 26, 1990

Gentlemen:

This letter is to inform you that if the bid of Allen County Tractor Sales, Inc. of Fort Wayne, Indiana for the above project which will be received on April 26, 1990 should be accepted and the contract awarded to him, it is our present intention to become surety on the final bond or bonds which may be required guaranteeing performance of said contract.

You understand, of course, that any arrangement for the final bond or bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

THE OHIO CASUALTY INSURANCE COMPANY

Attorney-in-Fact

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 25-653

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Gerald A. Dahle or John J. Pikel or
Donald T. Belbutowski or Diane T. Green - - - - - - - - - of Fort Wayne, Indiana - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - ($5,000,000.00 - -) Dollars,

excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 29th day of June 19 89.

John B. Vail
Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER } SS.

On this 29th day of June A. D. 19 89 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came John B. Vail, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY, OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Dorothy Bilse
Notary Public in and for County of Butler, State of Ohio

My Commission expires December 25, 1991.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 26th day of April A.D., 1990.

SEAL

Assistant Secretary

S-4300-C 4-88 15M

Read the first time in full and on motion by Burns, seconded by DeDauw, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock, ____.M.,E.S.T.

DATED: 7-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT				
TALARICO	✓			

DATED: 7-24-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-187-90 on the 24th day of July, 1990,

Sandra E. Kennedy
ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of July, 1990 at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of July, 1990, at the hour of 4:30 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 942 for the purchase of a diesel uni-loader for the WPC Maintenance Department. The cost reflects the most responsive of one (1) vendor.

S-90-07-22

EFFECT OF PASSAGE: Forklift/backhoe, narrower than regular backhoe unit.

EFFECT OF NON-PASSAGE: Continued risk of injury loadin/unloading heavy materials at operations base area - continued slow production time hand digging narrow areas.

MONIES INVOLVED: Allen Co Tractor $23,598.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: WPC Maint 514-533-B101-4444

PRIOR APPROVAL: YES DATE: 7/10/90
(IF APPLICABLE)

BILL NO. S-90-07-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving the awarding of Reference #942 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and ALLEN COUNTY TRACTOR SALES, INC. for the Water Pollution Control Maintenance Department

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Paul M. Burns			
Mark E. Kenny			
Samuel J. Talarico			
Vivian Long			

DATED: 7-24-90.

Sandra E. Kennedy
City Clerk

THE CITY OF FORT WAYNE

July 3, 1990

The Common Council
Fort Wayne IN

RE: Reference No. 942

Gentlemen and Mrs. Bradbury:

The Department of Purchases respectfully requests "Prior Approval" of Reference No. 942, with respect to the purchase of a diesel uni-loader for the WPC Maintenance Department. Due to time constraints involved in the funding, the Department would like a "Prior Approval". The cost reflects the most responsive of one (1) vendor and should be awarded to Allen County Tractor in the amount of $23598.00. This will be assigned a purchase order number upon Councilmanic Approval.

DEPARTMENT OF PURCHASES

Gloria J. Goeglein

Gloria J. Goeglein
APPROVED:

CITY OF FORT WAYNE

Paul Helmke, Mayor

ATTEST:

Sandra Kennedy, City Clerk

Attachment